

KEY INFORMATION SUMMARY SHEET
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Request for Proposals No. S00R5400008
Office Furniture & Equipment Relocation Services

Procurement Officer: Michael Conaway
410-514-7148
(FAX) 410-987-4676
michael.conaway@maryland.gov

Contract Monitor: Sharon Hayes

Submit Proposals to: Department of Housing and Community Development
Attention: Michael Conaway
100 Community Place
Crownsville, Maryland 21032-2023

For directions, click on "Contact Us" on the DHCD website
<http://www.mdhousing.org/Website/home/index.aspx>

Solicitation Issue Date: February 13, 2015

Pre-Proposal Conference: February 23, 2015 at 1:30 p.m. local time

Closing Date and Time: March 6, 2015 at 2:00 p.m. local time

Anticipated Contract Start: April 13, 2015

NOTICE

Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that any amendments to the RFP and other communications may be sent to them.

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes to provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal or, if you have chosen not to respond, fax the completed form to 410-987-4676.

1. If you have responded with a "no bid" please indicate the reasons below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- ☐ We cannot be competitive. (Explain in Remarks Section)
- ☐ Time allotted for bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Explain in Remarks Section)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- ☐ MBE requirements (Explain in REMARKS section)
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- ☐ Payment schedule is too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone _____

Address: _____

TABLE OF CONTENTS

Section 1 - Proposal Information	Page 4
Section 2 - Contract Information	Page 15
Section 3 – Minimum Qualifications	Page 17
Section 4 - Scope of Services	Page 18
Section 5 - Proposal Format	Page 23
Section 6 - Evaluation Procedure and Contract Award	Page 26

ATTACHMENTS:

- A. Contract Terms**
- B. Bid/Proposal Affidavit**
- C. Contract Affidavit**
- D. Living Wage Attachment**
- D-1 Living Wage Affidavit**
- E. Price Proposal Form**

SECTION 1. PROPOSAL INFORMATION

1.1 PURPOSE

The Maryland Department of Housing and Community Development (DHCD), a principal department of the State of Maryland (State), is issuing this Request for Proposals (RFP) seeking the services of a qualified Contractor for the purpose of Office Moving Services, for DHCD's planned relocation of offices in April, 2015 from 100 Community Place, Crownsville, Md. 21032 to 7800 Harkins Road, New Carrollton, Md. 20706.

The Offeror will be moving furniture and boxes for approx.100 offices, boxes for 276 cubicles, and various other furniture, equipment such as but not limited to: file cabinets, conference room furniture, as described in detail in the referenced RFP documents.

DHCD currently occupies 100,000 usable square feet of office space on five (5) different floors at the DHCD facility in Crownsville, housing approximately 400 permanent and contractual employees. The new headquarters in New Carrollton is 100,000 usable square feet on four (4) floors.

Each DHCD location has 3 elevators 1 freight and two passenger elevators:

- DHCD (Crownsville) has 2 – 2,000 to 2,500 pound capacity passenger elevators, and a 3,500 pound capacity service elevator
- DHCD (New Carrollton) has 2 – 2,500 pound capacity passenger elevators, and 1- 4,000 pound capacity service elevator

Those items that may not fit in the freight elevator (i.e. conference tables, work tables, etc.) will have to be carried up the steps by the contractor.

A separate moving company will be under contract to move IT equipment concurrently. It is our intention to coordinate the moves such that the IT equipment will be removed prior to any furniture or surface in which IT equipment resides.

1.2 ABBREVIATIONS AND DEFINITIONS

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.

- c. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
- d. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- e. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- f. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- g. **Department or (DHCD)** – Department of Housing and Community Development.
- h. **eMM** – eMaryland Marketplace (see RFP Section 1.8).
- i. **Fully loaded Hourly Rate** - means the billing rate of a labor category that includes all profit, direct and indirect costs. The indirect costs shall include all costs that would normally be considered general administrative and clerical costs and/or travel costs, or that are in any way allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a work order. General administrative, clerical, and travel costs cannot be billed to the State under this Contract.
- j. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- k. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- l. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- m. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- n. **Offeror** – An entity that submits a Proposal in response to this RFP.

- o. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), including being the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- p. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- q. **Request for Proposals (RFP)** – This Request for Proposals issued by the Department, Solicitation Number S00R5400008 February 13, 2015, including any addenda.
- r. **State** – The State of Maryland.
- s. **Total Evaluated Price Proposal** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment E – Price Form, and used in the financial evaluation of Proposals (see RFP Section 5.3).
- t. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- u. **Working Day(s)** – Same as “Business Day(s).”

1.3 ISSUING OFFICE AND PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this Request for Proposals (RFP) is the Procurement Officer at the Issuing Office address listed below:

Michael Conaway
Department of Housing and Community Development
100 Community Place, Room 2.609
Crownsville, Maryland 21032-2023
Telephone: 410-514-7148
Fax: 410-987-4676
E-mail: michael.conaway@maryland.gov

This RFP is also available on DHCD’s website in PDF format:

<http://www.dhcd.state.md.us/website/Procure/Default.aspx>

1.4 PROCUREMENT METHOD

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.5 QUESTIONS

Questions will be accepted from prospective Offerors and should be submitted in a timely manner to the Procurement Officer only. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer.

The Procurement Officer will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all offerors who are known to have received a copy of this RFP.

1.6 PROPOSAL SUBMISSION REQUIREMENTS AND DEADLINE

An unbound, clearly marked original and three (3) bound copies of the Technical Proposal, in a separate sealed envelope marked “Office Furniture and Equipment Relocation Services – Technical Proposal” and an unbound, clearly marked original and three (3) bound copies of the Price Proposal in a separate sealed envelope marked “Office Furniture and Equipment Relocation Services – Price Proposal” must be received at the Issuing Office no later than the date and time listed on the Key Information Summary Sheet, in order to be considered, except as provided in COMAR 21.05.02.10. The original shall be clearly identified and shall bear the original signature of the individual authorized to commit the firm.

Requests for an extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Proposals submitted by e-mail or facsimile will not be accepted. Opened proposals will not be returned to Offerors.

1.7 PRE -PROPOSAL CONFERENCE

A pre-proposal conference will be held at DHCD, 100 Community Place Crownsville, Maryland 21032 at the date and time listed on the Key Information Summary Sheet. While attendance at the pre-proposal conference is not mandatory, information discussed may be significant. Therefore, all interested parties are encouraged to attend in order to better prepare proposals. In addition, attendance may facilitate the offeror’s understanding and ability to meet the established Minority Business Enterprise (MBE) goal.

1.8 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.9 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for a period of one hundred twenty (120) days following the closing date. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.10 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the standard contract terms and conditions, included as Attachment A. Any exceptions to this RFP, or Attachment A attached, must be clearly identified in the Executive Summary submitted with the Technical Proposal. A proposal that takes exception to these terms may not be reasonably susceptible of being selected for award.

1.11 INCORPORATION OF RFP AND PROPOSAL

The applicable sections of this RFP and the successful Offeror's proposal shall be incorporated into the resulting contract.

1.12 BID/PROPOSAL AFFIDAVIT AND RESIDENT AGENT

Offerors must submit a completed Bid/Proposal Affidavit, Attachment B, with their Technical Proposal. If an item on this Affidavit is not applicable, please indicate so. All blanks are to either contain an answer or a Not Applicable designation.

Additionally, in order to legally conduct business within the State of Maryland, all corporate entities must appoint and maintain a Resident Agent who receives legal process and other communications on behalf of the entity.

The failure to register and designate a Resident Agent may foreclose or hinder the company's ability to legally enter into contracts and gain access to the state courts. Moreover, it may subject the company to monetary, civil, and possibly criminal sanctions. Also, failure to maintain a Resident Agent may cause your company to fall out of "good standing" within the State. This will subject your license to do business within the State to forfeiture, with monetary penalties assessed to reinstate your company to a "good standing."

1.13 CONTRACT AFFIDAVIT

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror(s) will be required to complete and submit to the Procurement Officer a Contract Affidavit confirming that all statements made on the Bid/Proposal Affidavit (Attachment B) remain true and correct in all respects as of the date of the Contract. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP.

1.14 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

1.15 RFP CANCELLATION / REJECTION

The State reserves the right to cancel this RFP at any time prior to contract award pursuant to COMAR 21.06.02.02. The State also reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP and to waive or permit cure of minor irregularities in any manner necessary to serve the best interests of the State of Maryland. Offerors whose proposals are not accepted will be notified in writing.

1.16 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal or in performing any other activities relative to this solicitation.

1.17 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP.

1.18 PROTESTS/DISPUTES

Any protests or disputes related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10, Administrative and Civil Remedies.

1.19 USE OF EMARYLAND MARKETPLACE

e-Maryland Marketplace is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHCD web site (www.mdhousing.org) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and DHCD responses, addenda, and other solicitation related information may be provided via e-Maryland Marketplace.

This means that all such information is immediately available to organizations that subscribe to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace, free of charge.

1.20 ACCESS TO PUBLIC RECORDS ACT NOTICE

Offerors should give specific attention to the clear identification of those portions of their proposal that are considered confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. This information is to be placed after the Title Page and before the Table of Contents of the respective proposal to facilitate public inspection of the non-confidential portion of the proposal. Respondents are advised that, upon request for this information from a third party, DHCD is required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.21 ARREARAGES

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland. This includes the payment of taxes and employee benefits. The Offeror shall not become so in arrears during the term of the Contract if selected for contract award.

1.22 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.23 RECIPROCAL PREFERENCE

The provisions of State Finance and Procurement Article Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation. If applicable, a nonresident Offeror submitting an offer for this solicitation shall attach to the offer a copy of the current statute, resolution, policy, procedure, or executive order of the resident state for the nonresident Offeror that pertains to that state's treatment of nonresident Offerors for similar services. A preference shall be identical to the preference that the other state gives to its residents.

1.24 FALSE STATEMENTS

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- A. In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact;

(3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

B. Aiding or conspiring with others – A person may not aid or conspire with another person to commit an act under subsection (A) of this section.

C. Penalty – A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.25 ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 Vendor Electronic Funds Registration Request Form may be downloaded from: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

1.26 SMALL BUSINESSES

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

1.27 SUBSTITUTION OF PERSONNEL

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties

under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

Sudden – means when the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.
2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.28 PROMPT PAYMENT POLICY

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at: http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf

1.29 MINORITY BUSINESS ENTERPRISE GOALS

There is no MBE subcontractor participation goal for this procurement.

1.30 VETERAN-OWNED SMALL BUSINESS ENTERPRISE GOALS

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

SECTION 2. CONTRACT INFORMATION

2.1 PARTIES TO THE CONTRACT

The contract entered into as a result of the response to this RFP shall be by and between the successful Offeror as Contractor and DHCD, and shall include the terms and conditions of Attachment A of this RFP and generally the provisions of this RFP. Any exceptions must be clearly identified in the Executive Summary section of the Technical Proposal. Attachment A is included for information only and is not to be submitted with the Offeror's proposal.

2.2 CONTRACT TERM

The contract resulting from this RFP shall commence after all appropriate State approvals have been obtained, and shall extend to the completion of all move related services.

2.3 CONTRACT TYPE

The Contract awarded as a result of this solicitation shall be a firm fixed price contract as defined by COMAR 21.06.03.02 A (1) for Phases I and II per RFP § 4, and indefinite quantity with fixed unit prices as defined by COMAR 21.06.03.06 A (2) for Phase III.

2.4 COMPENSATION AND METHOD OF PAYMENT

The following applies separately to each Contractor selected:

A. Compensation

1. DHCD will pay the contractor the price as detailed in the Contractor's Financial Proposal as outlined in Attachment E.

B. Method of Payment

1. Payment to the Contractor will be upon approval by DHCD of an accurate invoice detailing the services rendered. Invoices must be addressed to the Contract Manager, Department of Housing and Community Development, 7800 Harkins Road, New Carrollton, MD 20706.
2. A proper invoice must include vendor's mailing address, the vendor's Federal Tax ID number, the State's assigned contract control number, a copy of any approved task-order for which payment is being requested, and goods/services provided.
3. Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

2.5 SCOPE OF CONTRACT

Work to be performed and the services to be provided by the Contractor(s) will consist of the items described in Section 4 of this RFP.

2.6 CONTRACTOR RESPONSIBILITIES

The Contractor will assume sole responsibility for all work to be performed under their Contract and will be the sole point of contact for DHCD with regard to contractual matters.

2.7 WORK PRODUCTS

All products, including work papers, draft documents, notes, calculations and all other written materials regarding the engagements prepared under the terms of this contract are the property of the State of Maryland, and shall be delivered at the end of the contract in a form useable to DHCD.

2.8 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless DHCD and the State from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation in any manner whatsoever of any information, data, or records pertaining in any way to the contract by the Contractor and its employees.

2.9 LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment D entitled Living Wage Requirements for Service Contracts). **If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.**

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier 1 contract. The Offeror must identify in their Offer the location(s) from which services will be provided.

SECTION 3. MINIMUM QUALIFICATIONS

The following qualifications must be met to be considered:

- A. **Experience:** The Offeror shall have at least three (3) recent years of experience providing general office furniture/equipment relocation services as described in Section 4, Scope of Services.
- B. **References:** The Offeror shall provide three (3) references of comparable office furniture/equipment relocation services within the last three (3) years.

SECTION 4. SCOPE OF SERVICES

4.1 BACKGROUND

DHCD is relocating from 100 Community Place, Crownsville, MD 21032 to 7800 Harkins Road, New Carrollton, MD 20706. The move will take place beginning Monday, April 13, 2015 and ending on Wednesday, April 22, 2015.

4.2 SCOPE OF SERVICES

Contractor shall:

1. Move the items from Crownsville to New Carrollton described in three (3) phases described below:

Phase I. Begin with specialized areas to include but not limited to file rooms (vertical/lateral file cabinets) fire proof cabinets, storage cabinets, conference rooms (table/chairs), large volume of construction blue prints/law books, and boxes. This phase will start on the April 13th and end on April 16th.

Phase II. This phase will move office furniture/equipment such as but not limited to: desks, chairs, bookcases, credenzas, tables, hutches and boxes. Rearrange furniture at the New Carrollton location upon the request of the Contract Monitor. This phase will start on April 17th and end on April 20th.

Phase III. At both locations remove all trash/debris, moving supplies, etc. upon request the removal of furniture/equipment identified as junk to the landfill. This phase will start April 21st and end on or about April 22nd.

2. Be capable of working with minimal supervision;
3. Be responsible for replacing and/or repairing any items identified in this Proposal that are lost or damaged by the vendor during the moving process. The Contractor shall provide DHCD with a list summarizing lost or damaged equipment at the completion of the move for their review and approval;
4. Provide packing material (bubble-wrap, blankets, shrink-wrap material), moving containers (plastic moving boxes/crates, computer carts, bins, dollies, trash containers, etc.);
5. Furnish all pallets, moving bins, boxes and/or reusable plastic crates, dunnage, straps, ramps, fork trucks, scissor lifts, pallets, lumber, tarps, dollies, etc. which are required for the job;

6. Furnish all trucks, vans, flat bed vehicles, ramps, lifts and conveyance equipment necessary to complete the relocation services; and
7. Provide protection for floors, walls, elevators and other area of the facility where the move is to occur; removal of packing materials and debris and a fully staffed moving crew to work for the duration of this project unless otherwise directed.
8. Disassemble and reassemble all hi-density filing systems, shelving units, desks, storage cabinets, tables, cubicles, etc. in the appropriate areas as instructed by the Contract Monitor designee.
9. Unbolt, disassemble, transport and re-assemble applicable free standing office furniture, wall units and equipment. The contractor is responsible for securing all hardware related to dis-assembled items.
10. Re-install in a squared, level and shimmed condition all relocated files, storage units, shelving and anchor any furniture/equipment as required for safe and proper operation.

4.3 CONTRACT MONITOR RESPONSIBILITIES

Contract Monitor shall:

1. Provide Contractor's Project Manager with a complete inventory and schedule of work to be completed to complete the relocation of furniture/equipment; and
2. Welcome recommendations or suggestions from the Contractor's Project Manager for economies and improvements on scheduling; assuming realistic timeframes are met in accordance with referenced DHCD schedule.

4.4 CONTRACTOR SAFETY REQUIREMENTS

Contractor Shall:

1. Maintain adequate fire lanes and public access to all buildings at all move sites during all Phases of the move;
2. Comply with requirements of Occupational Safety and Health Administration (OSHA), State, Local and Municipal rules, regulations, ordinances, and laws and protect all personnel and public from endangerment, damage or injury. DHCD and its designated Contract Monitor specifically disclaim and shall not assume any liability for penalties or fines assessed by any governmental agency during the course of the move against the Contractor or any subcontractor. The Contractor responsible for any penalties or fines against DHCD due to Contractor's error or negligence; and

3. Provide all ladders, hoists, scaffolding, shoring, bracing, cranes, ramps, etc., to conform to MOSHA (Maryland Occupational Safety and Health Administration) standards and shall be adequate for the job intended. DHCD and/or the Building Management (or their representatives) shall not be responsible for such equipment, but shall be empowered to stop the Work should they recognize a safety infraction.

4.5 CONTRACTOR METHODS

Contractor Shall:

1. Refrain from placing tools or boxes on any counters, shelves, furniture and/or ventilation components. Workmen shall also not stand on, sit on or otherwise support themselves on such furniture;
2. Determine and secure permits, if required; and provide all required safety equipment and protections;
3. Use proper methods as required to complete Work within limitations of the contract and governing regulations. All procedures shall be performed in a manner as to assure proper removal of all equipment and items from the areas indicated. All Work shall be performed so as not to damage any supporting walls, floors or framing; and
4. Exercise conduct with a minimum of risk to persons and property and with a minimum of interference to all facilities during the relocation.

4.6 STAFFING REQUIREMENTS

Project Manager

This person will be responsible for coordinating with the Contract Monitor the entire moving process as performed by the Contractor.

Driver(s)

These personnel must have the proper driving license for the types of vehicles listed in the Work Plan. This person must be knowledgeable in following driving instructions to the New Carrollton location.

Worker(s)

These personnel must be familiar with the moving practices of the Contractor and shall perform all requirements as defined in this RFP. Must be capable of moving heavy furniture, i.e. desks, tables, filing cabinets, etc.

Supervisor(s)

These personnel shall be able to give direction and guidance to the worker(s) and driver(s) and ensure that the work identified in the RFP is completed accurately and in a timely fashion.

All Staff of the Contractor must wear company uniforms. Supervisors shirts must be distinctive from other employees. Employees must be neatly dressed commensurate with the task being performed.

4.7 INSURANCE REQUIREMENTS

- 4.7.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 4.7.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 4.7.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 4.7.4 The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 4.7.5 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
 - a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 4.7.1.
 - c. Errors and Omissions/Professional Liability as required in Section 4.7.2.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 4.7.3.

e. Employee Theft Insurance as required in Section 4.7.4.

4.7.6 The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

4.7.7 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

4.8 SECURITY REQUIREMENTS

4.8.1 Employee Identification

(a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

(b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

4.8.2 Information Technology

(a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

(b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

4.8.3 Criminal Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed

checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Monitor.

SECTION 5. PROPOSAL FORMAT

5.1 GENERAL

The Offeror's Technical Proposal should be prepared in a straightforward and concise manner, detailing the Offeror's capabilities to satisfy the requirements of this RFP and should conform to the Outline listed in Section 5.2.B below.

5.2 TECHNICAL PROPOSAL

A. General:

Offerors must submit, under separate cover, a clearly marked original and three (3) copies of the Technical Proposal in a separate sealed envelope titled "Office Furniture and Equipment Relocation Services – Technical Proposal."

Offerors should include a transmittal letter on the Offeror's stationery, signed by an individual who is authorized to bind the firm to all statements in the proposal and the services and requirements as stated in the RFP.

B. Outline of sections to be included in the Technical Proposal:

Table of Contents

Tab 1 – Minimum Qualifications

The Offeror shall demonstrate that it meets the qualifications outlined in Section 3 by:

- A. Demonstrating that it has at least three (3) years of experience providing providing general office furniture/equipment relocation services n as described in Section 4, Scope of Services.
- B. By providing three (3) references of comparable office furniture/equipment relocations within the last three (3) years.

Tab 2 – Executive Summary

- A. The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The summary shall provide a broad overview of the Offeror's understanding of the contents of the RFP and how the Offeror's proposal meets the

scope of services outlined in Section 4. If any addendum or amendments have been issued to this RFP, the Offeror shall acknowledge same in this section.

- B. Any exceptions to this RFP or the terms and conditions outlined in Attachment A or any other attachment must be clearly identified in this section. Exceptions may result in the proposal being rejected or being determined not reasonably susceptible of being selected for award.

Tab 3 – Required Submissions

- A. Bid/Proposal Affidavit (Attachment B) – completed and signed by an individual authorized to bind the Offeror. All questions are to be answered on Attachment B. If a question is not applicable please indicate so.
- B. Maryland Living Wage Requirements Affidavit of Agreement (Attachment D-1).

Tab 4 – Work Plan

This section shall provide a detailed discussion of the Offeror's service capabilities demonstrating the Offeror's approaches to address the requirements outlined in Section 4 of this RFP. The Relocation Plan shall fully explain how the proposed services will satisfy each requirement listed in this RFP (Section 4 Scope of Work). It should indicate all significant capabilities or issues that will be examined to fulfill the scope of work. Offerors must include the following:

- A. Planned number of shifts required for the Functional Areas being proposed;
- B. Number of hours planned for each shift;
- C. Staffing plan, including number and type of employees proposed for each shift, and total man-hours projected for the entire project;
- D. Number and types of trucks planned for this project;
- E. Plan for physically protecting both buildings/facilities;
- F. Staging Plan to include the plan on shared use of elevators with other contractors;
- G. Plan to clear debris from Crownsville and Lanham;
- H. Inventory of tools/materials that will be used on this project (such as dollies, carts, padded and covered equipment carts, protective materials, etc); and
- I. Names and emergency phone numbers of Project Manager dedicated to this project.
- J. Offerors shall include, as part of their Relocation Plan, a contingency plan for unanticipated problems (such as loading dock problems, elevator malfunctions, labor problems, truck breakdown, etc.)

Tab 5 – Economic Benefit to the State of Maryland

- A. Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.
- B. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- C. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.
- D. As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the contractor shall provide to the procurement officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:
 - 1. Generic statements that the State will benefit from the offeror's superior performance under the contract;
 - 2. Descriptions of the number of offeror employees located in Maryland other than those that will be performing work under this contract; or
 - 3. Tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.
- F. Discussion of Maryland based employees or locations may be appropriate if the offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.
- G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
 - 1. The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.
 - 2. The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.

3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
4. Subcontract dollars committed to Maryland small businesses and MBEs.
5. Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

5.3 PRICE PROPOSAL

Offerors shall submit one (1) original and three (3) copies of the price proposal on Attachment E in a separate sealed envelope captioned as specified in Section 1.6 of this RFP and signed by an official authorized to bind the Offeror.

SECTION 6. EVALUATION PROCEDURE AND CONTRACT AWARD

6.1 EVALUATION COMMITTEE

The Procurement Officer shall establish an Evaluation Committee, which may include individuals from within or outside of State government. The Procurement Officer reserves the right to reject, in whole or in part, any and all proposals received as a result of this RFP, to waive minor irregularities in proposals, and to enter into discussions with all responsible offerors in any manner deemed necessary to serve the best interest of DHCD and the State. Offerors whose proposals are not accepted will be notified in writing.

6.2 DISCUSSIONS/ORAL PRESENTATIONS

All Offerors who appear to be responsible and whose proposals are initially classified as being reasonably susceptible of being selected for award (or potentially so) may be required to participate in discussions with, the Evaluation Committee. Offerors will be notified as to a date for oral presentations. Offerors must confirm in writing any substantive oral clarification of their proposal made in the course of discussions and all written clarifications will become part of the Offeror's Technical Proposal.

Price Proposals from only those responsible Offerors whose proposals are finally deemed reasonably susceptible of being selected for award will be opened following the discussion and presentation process.

If following the opening of the price proposals, the Procurement Officer determines that further discussion is in the best interest of DHCD and the State, the Procurement Officer will notify all of the Offerors of the date on which such discussions will be conducted. Upon completion of all discussions and upon receipt of any “best and final offers” submitted as a result of such discussions, the Evaluation Committee shall recommend to the Procurement Officer the award of the Contract to the responsible Offeror whose combined technical and price proposal is determined to be the most advantageous to DHCD and the State.

6.3 TECHNICAL PROPOSAL EVALUATION CRITERIA

The Evaluation Committee will conduct their evaluation of the Technical Proposals received on the basis of the following criteria in descending order of importance:

- A. Work Plan, as described in Section 5.2, Tab 4; and
- B. Economic Benefits, as described in Section 5.2, Tab 5.

6.4 PRICE PROPOSAL SELECTION CRITERIA

Price Proposals will not be opened until the evaluation of the Technical Proposal is complete. The Price Proposal evaluation will be based upon the prices submitted by the Offeror on Attachment E – Price Proposal Form, and best and final offers, if any. Proposals will be ranked in order from lowest to highest cost to the State.

6.5 WEIGHTING OF TECHNICAL AND PRICE PROPOSALS

The Technical Proposal will have equal weight to the price proposal in determining the most advantageous offers.

6.6 CONTRACT AWARD

It is DHCD’s intention to award one (1) contract to the Offeror whose proposal is determined to be the most advantageous to the State.